

OCT 5 1989

Amount Paid By
Skagit Co. Treasurer
Deputy

WHEN RECORDED MAIL TO:
SECURITY PACIFIC BANK WASHINGTON

N.W. CML/Aq Loan Center
P O Box 2099
Bellingham, WA 98227

JERRY MCINTURFF
SKAGIT COUNTY AUDITOR

'89 OCT 5 P3:19

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RECORDED FILED
REQUESTED BY

LAND TITLE COMPANY OF SKAGIT COUNTY

RESERVED FOR AUDITOR'S USE ONLY.

T-61257

ASSIGNMENT OF REAL ESTATE INTERESTS AND DEED OF TRUST

THIS ASSIGNMENT OF REAL ESTATE INTERESTS AND DEED OF TRUST ("Assignment") is granted this 12th day of September, 1989, by GERALD JONES, as his separate property ("Grantor") to RAINIER CREDIT COMPANY ("TRUSTEE"), in trust for SECURITY PACIFIC BANK WASHINGTON, N.A. ("Beneficiary"), at its Business Loan Center - Mount Vernon office. Grantor agrees as follows:

1. CONVEYANCE. Grantor hereby bargains, sells and conveys to Trustee in trust, with power of sale, all of Grantor's right, title and interest in the following described real property ("Property"), whether now owned or later acquired, located at 1348 So. Old Hwy 99 (NUMBER) STREET Burlington (CITY) 98233 (ZIP CODE), in Skagit County, Washington

and legally described as:

Lot 1 of Short Plat No. 54-78, approved July 31, 1978, filed August 3, 1978 in Volume 2 of Short Plats, page 245 under Auditor's File No. 884809; being a portion of the Southwest 1/4 of the Northwest 1/4 of Section 8, Township 34 North, Range 4 East, W.M., EXCEPT that portion conveyed to the City of Burlington by deed recorded August 25, 1986 under Auditor's File Nos. 8608250014 and 8608250015, respectively.

Situate in the County of Skagit, State of Washington.

together with all equipment and fixtures, now or later attached to the Property; all tenements, hereditaments and appurtenances, now or later in any way appertaining to the Property; and all leasehold interests, rents, payments, issues and profits derived from or in any way connected with the Property. This Property is not used principally for agricultural or farming purposes.

2. ASSIGNMENT OF REAL ESTATE INTERESTS.

2.1 DESCRIPTION. Grantor further assigns to Beneficiary all of Grantor's interest, as lessor, seller, beneficiary or mortgagee, in the following described lease, real estate contract, deed of trust or mortgage, together with all notes therein described or referred to, in connection with the lease, sale, use or occupancy of the Property ("Contracts"), including the immediate and continuing right to collect, in either Grantor's or Beneficiary's name, all payments due or to become due under the Contracts ("Payments"):

2.1.1 LEASE. Lease dated _____ between Grantor, as lessor, and _____ as lessee, recorded under _____ County recording number _____;

2.1.2 REAL ESTATE CONTRACT. Real estate contract dated October 26, 1981 between Grantor, as seller, and GARY J. KAPPAH and JANE A. KAPPAH, husband and wife as purchaser, recorded under Skagit County recording number 8111020039, E.T. pd 11/2/81, rec 3303

2.1.3 DEED OF TRUST. Note and deed of trust dated _____ \$2,550 between Grantor, as beneficiary, and _____ as grantor, recorded under _____ County recording number _____; or

2.1.4 MORTGAGE. Note and mortgage dated _____ between Grantor, as mortgagee, and _____ as mortgagor, recorded under _____ County recording number _____;

2.2 COLLATERAL DOCUMENTS. Grantor shall endorse, execute and deliver to Rainier all notes, security agreements, financing statements and other documents Rainier deems necessary to establish, perfect and maintain the assignments to Rainier. As long as there is no default under this Assignment, Grantor is granted a license to collect the Payments, but such license shall not constitute Beneficiary's consent to Grantor's use of the Payments in any bankruptcy proceeding.

2.3 DISCLAIMER. Nothing contained in this Assignment shall be construed as obligating Beneficiary or any receiver to take any action to enforce any provision of the Contracts, expend any money, incur any expense or perform any obligation under the Contracts. Beneficiary's duties are expressly limited to giving of proper credit for all Payments received by it.

3. SECURED OBLIGATIONS. This Assignment secures performance of each agreement of Grantor contained in this Assignment and the payment of the sum of *Sixty Seven Thousand Eighty Dollars and 53/100* Dollars (\$ *67,080.53*) with interest thereon as evidenced by a promissory note(s) dated Sept. 12, 1989, payable to Beneficiary or order and made by Grantor, including all renewals, modifications and extensions thereof, together with all other existing and future obligations of Grantor to Beneficiary, whether or not such obligations are (a) related by class or kind, (b) now contemplated by Grantor and Beneficiary or (c) identified as being secured by the Property ("Secured Obligations"). Nothing contained in this Assignment shall be construed as obligating Beneficiary to make any future advance to Grantor.

4. AFFIRMATIVE COVENANTS. Grantor shall directly or indirectly:

4.1 MAINTENANCE OF PROPERTY. Maintain and preserve the Property in good condition and repair, ordinary wear and tear excepted; complete any improvement which may be constructed on the Property; and restore any improvement which may be damaged or destroyed;

4.2 COMPLIANCE WITH LAWS. Comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property;

4.3 REAL ESTATE INTERESTS. Perform all obligations to be performed by Grantor under the Contracts;

4.4 PAYMENT OF DEBTS AND TAXES. Pay promptly all obligations secured by the Property; all taxes, assessments and governmental liens or charges levied against the Property; and all claims for labor, materials, supplies or otherwise which, if unpaid, might become a lien or charge upon the Property;

4.5 INSURANCE. Insure continuously, with financially sound and reputable insurers acceptable to Beneficiary, all improvements on the Property against all risks, casualties and losses through standard fire and extended coverage insurance or otherwise, including, without limitation, insurance against fire, theft, casualty, vandalism and any other risk Beneficiary may reasonably request. The insurance policies shall be in an aggregate amount of not less than the full replacement cost of all improvements on the Property, including the cost of demolition and removal of

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debris, and shall name Beneficiary as loss payee, as its interest may appear. The amounts collected under the insurance policies may be applied to the Secured Obligations in any manner as Beneficiary determines, and such application shall not cause discontinuance of any proceeding to foreclose upon this Assignment. In the event of foreclosure, all of Grantor's rights in the insurance policies shall pass to purchaser at the foreclosure sale;

4.6 HAZARDOUS WASTE. Notify Beneficiary within twenty-four (24) hours of any release of a reportable quantity of any hazardous or regulated substance, or of the receipt by Grantor of any notice, order or communication from any governmental authority which relates to the existence of or potential for environmental pollution of any kind existing on the Property, or results from the use of the Property or any surrounding property;

4.7 COSTS AND EXPENSES. Pay, reimburse and indemnify Beneficiary for all of Beneficiary's reasonable costs and expenses, incurred in connection with foreclosing upon this Assignment, defending any action or proceeding purporting to affect the rights or duties of Beneficiary under this Assignment, or managing the Property and collecting the Payments, including, without limitation, all reasonable attorneys' fees and value of the services of staff counsel, legal expenses, collection costs, costs of title search, and trustee's and receiver's fees; and

4.8 ENFORCEMENT. Take all necessary action to enforce the provisions of the Contracts.

5. NEGATIVE COVENANTS. Grantor shall not without Beneficiary's prior written consent:

5.1 PAYMENTS. Accept or collect Payments more than one (1) month in advance of the due date; or

5.2 MODIFY CONTRACTS. Terminate, modify or amend any provision of the Contracts.

6. EMINENT DOMAIN. In the event any portion of the Property is taken through eminent domain, the amount of the award to which Grantor is entitled shall be applied to the Secured Obligations.

7. RECONVEYANCE. Trustee shall reconvey such portion of the Property to the person entitled thereto upon written request of Beneficiary, or upon satisfaction of the Secured Obligations and written request for reconveyance made by Beneficiary or any person interested in the Property.

8. SUCCESSOR TRUSTEE. In the event of death, incapacity, disability or resignation of the Trustee, Beneficiary may appoint a successor trustee and, upon the recording of such appointment in the records of the county in which this Assignment is recorded, the successor trustee shall be vested with all powers of the original Trustee.

9. EVENTS OF DEFAULT. The occurrence of any of the following events shall, at Beneficiary's option, and at any time without regard to any previous knowledge on Beneficiary's part, constitute a default under the terms of this Assignment, the Secured Obligations and all related loan documents:

9.1 NON-PAYMENT OF PRINCIPAL OR INTEREST. Any payment of principal or interest on the Secured Obligations is not made when due; or

9.2 FAILURE TO PERFORM. Any tax, assessment, insurance premium, lien, encumbrance or other charge against the Property is not paid when due; or any other term, covenant or agreement of Grantor contained in this Assignment or in any other document with Beneficiary, or in which Grantor grants a security interest in the Property, is not promptly performed or satisfied.

10. REMEDIES UPON DEFAULT. If any default occurs and is continuing, Beneficiary may, at its option:

10.1 TERMINATE COMMITMENT. Terminate any outstanding and unfulfilled commitment to Grantor;

10.2 ACCELERATE. Declare any or all of the Secured Obligations, together with all accrued interest, to be immediately due and payable without presentment, demand, protest or notice of any kind, all of which are expressly waived by Grantor;

10.3 PAYMENTS. Pay such sums as may be necessary to pay any tax, assessment, insurance premium, lien, encumbrance or other charge against the Property, without prejudice to Beneficiary's right to accelerate the Secured Obligations and foreclose upon this Assignment. Grantor shall reimburse Beneficiary, upon demand, for all such amounts paid by Beneficiary, with interest thereon from the date of such payment at the highest rate that is, from time to time, applicable on any of the Secured Obligations. All unreimbursed amounts shall be added to and become a part of the Secured Obligations;

10.4 COLLECTION OF PAYMENTS. Terminate the license granted to Grantor to collect the Payments; take possession of, manage and operate the Property under the terms of the Contracts; and demand and collect all Payments, including endorsing any check, draft or other instrument given as payment, either by itself or through an agent or judicially-appointed receiver. The Payments shall be applied first to payment of the costs of managing the Property and collecting the Payments, and then to the Secured Obligations;

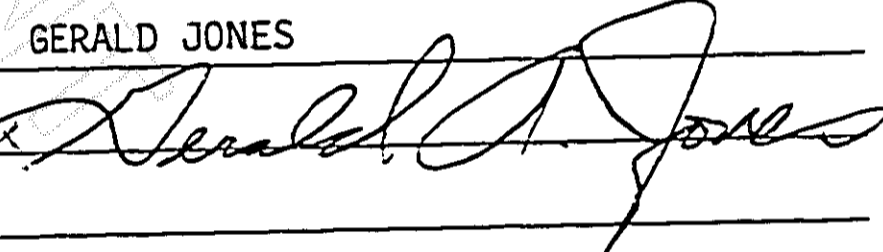
10.5 TRUSTEE'S SALE. Direct the Trustee, upon written request, to sell the Property and apply the sale proceeds in accordance with Washington's Deed of Trust Act (RCW 61.24.010 et seq.). Any person, except Trustee, may bid at the Trustee's sale; and

10.6 OTHER REMEDIES. Pursue all other available legal and equitable remedies, including, without limitation, foreclosing upon this Assignment as a mortgage.

Grantor expressly waives any defense or right, in any action or proceeding in connection with the Secured Obligations, that Beneficiary must first resort to any other security or person.

11. WAIVER. No waiver by Beneficiary of any deviation by Grantor from full performance of this Assignment or the Secured Obligations, as the case may be, shall constitute a waiver of Beneficiary's right to require prompt payment or to assert any other right or remedy provided for in this Assignment or the Secured Obligations on the basis of the same or similar failure to perform.

12. SUCCESSORS AND ASSIGNS. This Assignment inures to the benefit of and is binding upon the respective heirs, devisees, legatees, administrators, executors, successors and assigns of the parties hereto.

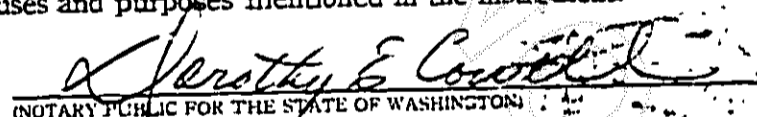
GERALD JONES


ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF WASHINGTON)
) : ss.
 County of Skagit)

I certify that I know or have satisfactory evidence that Gerald Jones is/~~are~~ the individual(s) who signed this instrument in my presence and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 9-12-89


 (NOTARY PUBLIC FOR THE STATE OF WASHINGTON)
 My appointment expires ~~12-31-90~~ 3-15-90

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF WASHINGTON)
) : ss.
 County of _____)

I certify that I know or have satisfactory evidence that _____ is/are the individual(s) who signed this instrument in my presence, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the _____ of _____ (TITLE) (ENTITY)

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(NOTARY PUBLIC FOR THE STATE OF WASHINGTON)
 My appointment expires _____

REQUEST FOR RECONVEYANCE

To Trustee:
 The undersigned is the holder of the note or notes secured by this Assignment and Deed of Trust. Said note or notes, together with all other indebtedness secured by this Assignment and Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Assignment and Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Assignment and Deed of Trust to the person or persons legally entitled thereto.

Dated: _____